

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE  
MIDDLE DISTRICT OF ALABAMA, EASTERN DIVISION

LISA MONROE GRIFFITH,	)	
Individually and as Mother	)	
and Next Best Friend of	)	
MAG, a minor,	)	
and ROBERT GRIFFITH,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	3:04cv1118-MHT
	)	(WO)
SPRINGHILL SERVICES, INC.,	)	
and JAMES IRA YOUNGBLOOD	)	
	)	
Defendants.	)	

OPINION

This matter came before the court for hearing on May 20, 2006, for consideration and approval of the full and final settlement of plaintiffs' claims against defendants Springhill Services, Inc. and James Ira Youngblood. This court's approval is necessary because a portion of the settlement will go to plaintiff MAG, the minor child of plaintiffs Lisa Monroe Griffith and Roger Griffith. Sandra Lewis was appointed by the court as guardian ad

litem to represent the interests of MAG. Based on the pleadings and the representations made in open court, the court approves the settlement.

This case arises out of a vehicular accident between a trailer (driven by Youngblood while working for Springhill Services) and an automobile (driven by Mrs. Griffith in which her daughter MAG was a passenger). Mrs. Griffith and her daughter suffered injuries in the accident and filed this lawsuit against defendants asserting claims of negligence. MAG's injuries included scrapes and lacerations requiring three sutures and incurring a total of \$ 1,358 in medical and emergency room expenses. Mr. Griffith asserted a claim of loss of consortium resulting from his wife's injuries.

The court has reviewed the pleadings and the positions of the parties as expressed in open court. The defendants have raised various defenses to the claims raised in this litigation, including the issue of contributory negligence. The parties desire to settle

this lawsuit upon the following terms: defendants will pay to MAG the sum of \$ 3,000 with the proceeds being paid to the clerk of the court. The clerk of the court shall then pay the \$ 3,000 to Mrs. Griffith, as mother and next friend of MAG, as soon as the funds are available for distribution. Mrs. Griffith, individually and as mother and next best friend of MAG, along with Mr. Griffith, individually, is receiving \$ 222,000 in settlement of this action.

Mrs. Griffith has represented to the court that MAG does not have lasting physical or emotional damage from the accident, and believes this settlement to be fair, reasonable, and in the best interests of MAG. Mrs. Griffith plans to purchase a certificate of deposit on behalf of MAG with the \$ 3,000 proceeds of the settlement. The court-appointed guardian ad litem Sandra Lewis conferred with both Mrs. Griffith and MAG and has reported that she believes the settlement to be in the best interests of MAG. Plaintiffs' attorney has waived

his attorney's fees and expenses with respect to MAG's settlement.

In return for said settlement, the parties agree that any settlement and judgment in this case will include any and all claims against the named defendants, as well as the fictitiously described defendants, for any claims arising out of the injuries and damages which were or could have been alleged to have been sustained by plaintiffs as they relate to defendants. It is also understood between the parties that this settlement is a full and final settlement and will include all medical liens, subrogation interests, and any other claim of any third party to the proceeds of this settlement.

It has been made known to the court by plaintiffs' counsel that there are no liens or subrogation claims in that all such liens and/or subrogation claims have been released and/or waived. It is further understood that Mr. and Mrs. Griffith will sign a full release in favor of defendants.

The parties agree that the guardian ad litem shall receive a fee of \$ 800.00, which shall be paid by the defendants.

The court is satisfied, based on the representations of counsel made at the hearing and the report of the guardian ad litem, that the terms and provisions of this settlement are understood and agreed to by all parties. The court finds that the terms and provisions of the proposed settlement are in the best interests of MAG and are fair, just, and reasonable. Therefore, the court approves the proposed settlement agreement.

An appropriate judgment will be entered.

DONE, this the 31st day of May, 2006.

/s/ Myron H. Thompson  
UNITED STATES DISTRICT JUDGE